



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	02-04-14	AGENDA REQUEST NO:	VI-B
INITIATED BY:	SHASHI K. KUMAR, P.E., CFM <i>SKK</i> SENIOR ENGINEER	RESPONSIBLE DEPARTMENT:	ENGINEERING
PRESENTED BY:	SHASHI K. KUMAR, P.E., CFM SENIOR ENGINEER	DIRECTOR:	CHRISTOPHER STEUBING, P.E., CFM, CITY ENGINEER <i>CLS</i>
		ADDITIONAL DIRECTOR (S):	ROBERT VALENZUELA, P.E., CFM, DIRECTOR OF PUBLIC WORKS <i>RV</i>
SUBJECT / PROCEEDING:	SUGAR MILL DRAINAGE IMPROVEMENT PROJECT, PHASE II – DR0803 AUTHORIZE CONSTRUCTION CONTRACT WITH METRO CITY CONSTRUCTION, L.P. AND A BUDGET AMENDMENT OF \$100,000 FROM GENERAL CIP FUND BALANCE		
EXHIBITS:	LOCATION MAP RECOMMENDATION LETTER FROM AECOM SIGNED CONSTRUCTION CONTRACT WITH METRO CITY CONSTRUCTION, L.P.		
CLEARANCES		APPROVAL	
LEGAL:	MARY ANN POWELL, CITY ATTORNEY <i>MPP</i>	EXECUTIVE DIRECTOR:	N/A
PURCHASING:	TODD REED, CPPO, CPPB PURCHASING MANAGER <i>TR</i>	ASSISTANT CITY MANAGER:	KAREN DALY <i>KD</i>
BUDGET:	BRYAN GUINN, <i>BG</i> BUDGET OFFICER	CITY MANAGER:	ALLEN BOGARD <i>Allen Bogard</i>
BUDGET			
EXPENDITURE REQUIRED: \$		1,124,825.32	
CURRENT BUDGET: \$		1,050,156.00	
ADDITIONAL FUNDING: \$		\$100,000 FROM GENERAL CIP FUND BALANCE	
RECOMMENDED ACTION			
Authorize the execution of a construction contract with Metro City Construction, L.P. for the construction of Sugar Mill Drainage Improvement Project Phase II, DR0803 in a the amount of \$1,124,825.32, and a budget amendment of \$100,000 from General CIP Fund Balance.			

EXECUTIVE SUMMARY

In 2007, a comprehensive study of the Sugar Mill Drainage System was completed. This study recommended improvements to the Sugar Mill drainage system, separated into logical phases and prioritized according to Master Drainage Plan ranking criteria. As a result, the Sugar Mill Phase II Drainage Improvements (DR0803) project was budgeted in the FY08 CIP. The scope of this phase of the project focused on subdivision drainage system improvements to reduce the risk of street ponding and structural flooding.

Phase II drainage improvements are primarily aimed at alleviating structural and street flooding problems in Sections 1, 2 and 3 of the Sugar Mill subdivision. In August 2008, the City Council authorized a design contract for the Sugar Mill Phase II drainage improvement project. Construction of these improvements (North Outfalls along Greenbelt Dr. as shown in the location map) was completed in 2011. However, the construction of the remainder of the Phase II Improvements (South Outfalls) was put on hold pending acquisition of necessary easements and approval of a "Nationwide Permit" from the Army Corps of Engineers to outfall into Cleveland Lake.

To complete the remainder of the Phase II drainage improvements, it was necessary to acquire an easement consisting of 0.0557 acres of land located at 522 Lakeview Drive. In June 2012, the City Council passed a resolution declaring the public necessity of acquiring the subject easement by eminent domain. Subsequently, the eminent domain process was pursued and the Court awarded the subject easement to the City in February, 2013 for a value of \$6,669.

The design of South Outfall improvements was completed and necessary permits for construction were obtained in 2013. As shown in the location map below, the project entails construction of two relief storm sewers along Rolling Mill and Hillary Circle within the Sugar Mill Sections 1 and 2, and out-falling into Cleveland Lake. An Invitation to Bid was advertised on December 11, and 18, 2013. A non-mandatory pre-bid conference was held on December 19, 2013. Three (3) bids were received on Thursday, January 9, 2013 with total base bid prices ranging from \$1,124,825.32 to \$1,436,568.32, which are as follows:

- Metro City Construction, L.P. \$1,124,825.32
- Conrad Construction Co., LTD. \$1,129,445.17
- SER Construction Partners, LLC. \$1,436,568.32

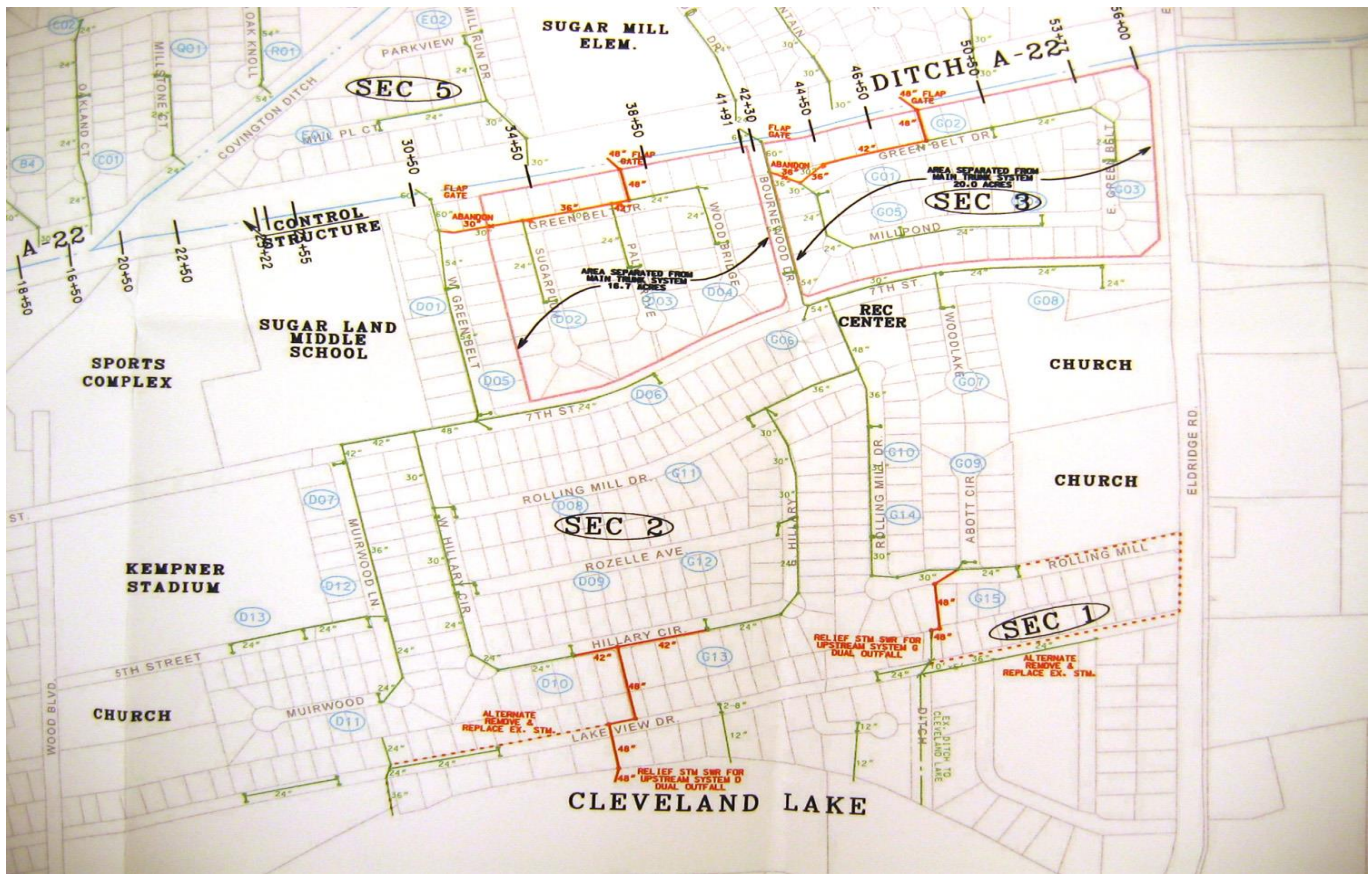
The project was bid with a base bid plus two (2) alternatives. The lowest responsible bidder is Metro City Construction, L.P. with a total base bid of \$1,124,825.32 (also the lowest bidder based on base bid plus the two alternatives). However, Engineering has evaluated the alternatives and decided to go with base bid only. The City's consultant has also evaluated the bidders and provided a recommendation to award the contract to Metro City Construction. Construction is expected to be substantially complete in 180 calendar days.

Funding for this project is budgeted in DR0803; the available balance is \$1,050,156.00. The Engineer's estimate for the South Outfall project was \$1,039,278. The lowest bidder (\$1,124,825.32) is approximately 8% above the Engineer's estimate. This may be attributed to the consistent trend of increase in construction costs that has been seen in the recent months. Additional funding in the amount of \$100,000 is requested to be appropriated from the General CIP fund balance to supplement this cost increase (\$74,669.32), to cover costs associated with construction phase material testing services and for any other contingencies that may arise.

The Engineering and Public Works Departments recommend that the City Council authorize the execution of a construction contract with Metro City Construction, L.P. for the construction of Sugar Mill Drainage Improvement Project Phase II, CIP DR0803 in a maximum amount of \$1,124,825.32 and a budget amendment of \$100,000 from General CIP Fund Balance.

EXHIBITS

Location Map





January 13, 2014

Shashi Kumar, P.E., CFM
Senior Engineer/Project Manager
City of Sugar Land
2700 Town Center Blvd. N.
Sugar Land, TX 77479

Subject: Recommendation of Award
Sugar Mill Drainage Improvement Project Phase II
CIP Project No. DR0803
AECOM Project # 60048596

Dear Mr. Kumar:

Sealed bids, addressed to the City of Sugar Land, Texas, City Secretary's Office, 2700 Town Center Boulevard North, Sugar Land, Texas 77479, were received on January 9, 2014. The bids received are summarized in the table below and included on the attached Bid Tabulation.

Bid Ranking:

		Base Bid	Base Bid with Alternate 1	Base Bid with Alternate 2
No. 1	Metro City Construction	\$1,124,825.32	\$1,186,105.32	\$1,172,827.32
No. 2	Conrad Construction Co., LTD.	\$1,129,445.17	\$1,175,405.17	\$1,175,947.67
No. 3	SER Construction Partners, LLC	\$1,436,568.32	\$1,148,698.32	\$1,613,238.32

Bid Discrepancies/Corrections:

Metro City Construction:

- Addition error in EXTRA UNIT PRICE TABLE. The TOTAL was changed from \$148,500 to \$147,350.00. The Total Base Bid Price was changed from \$1,125,975.32 to \$1,124,825.32.

SER Construction Partners, LLC:

- Multiplication error in BASE UNIT PRICE TABLE (WATER ITEMS). Bid Item No. 52 was changed from \$8,800.00 to \$8,000.00. The Total Base Bid Price was changed from \$1,437,368.32 to \$1,436,568.32.

Bid Recommendation:

It is our understanding that the City has decided to award the base bid only, forgoing the alternate bids. After tabulation and review of the bids received it is our recommendation that the project be awarded to Metro City Construction on the basis of the apparent low bid of \$1,124,825.32 for the Base Bid Price.

Sincerely,

Erin E. Williford, P.E.
Project Manager

Attachment: Bid Tabulation

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Not For Building Construction Projects)
(Rev. 1-3-12)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Contract Documents
- IV. Signatures

I. Summary of Contract Terms.

Project: Sugar Mill Drainage Improvements Project, Phase II

Contractor: Metro City Construction, L.P.

Name of Engineering Firm, if any: AECOM Technical Services, Inc.

Name of Owner's Project Manager: Shashi Kumar, P.E., CFM

Base Bid: \$1,124,825.32

Base Bid Plus Alternate Bid Item No 1: \$1,186,105.32

Base Bid Plus Alternate Bid Item No 2: \$1,172,827.32

Contract Price (Base Bid Only): \$1,124,825.32, as may be adjusted by Change Orders

Effective Date of Contract: On the latest date of the dates executed by both parties

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 180 Calendar Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order

Final Completion: Contractor must complete the Punch List within 30 Calendar Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$500 per Calendar Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: \$50 per Calendar Day

[The Legal Department has prepared this form contract for use by City employees without further legal review. The form allows for employees to insert information in specific provisions as necessary to complete the contract. The remaining Contract provisions are "read only" and may only be changed by the Legal Department. The Legal Department's signature on the contract assumes that City employees have not changed the form.]

II. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

1. Summary of Contract Terms (Section I),
2. Standard Contractual Provisions (Section II),
3. Contract Documents (listed in Section III), and
4. Signatures (Section IV).

Project means the project identified in Section I above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section I above plus any additional sums approved by Change Order. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

E. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

F. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

1. Pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
2. Keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
3. Forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is

not paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

H. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

I. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

J. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

K. Compliance with CenterPoint Houston Electric, LLC's Tariff. The Contractor must comply with CenterPoint Houston Electric, LLC's or its successor's (CenterPoint) most current tariff filed with the Texas Public Utility Commission. If electrical facilities are installed that require indemnity under the tariff, **CONTRACTOR ASSUMES THE RISK OF AND SHALL INDEMNIFY THE CITY, CENTERPOINT HOUSTON ELECTRIC, LLC (CENTERPOINT), THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO THE CITY OF SUGAR LAND'S (CITY) PROPERTY OR TO PROPERTY OF CENTERPOINT WHEN OCCASIONED BY ACTIVITIES OF THE CITY, CONTRACTOR, OR THIRD PARTIES ON THE CITY'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT OR REPAIR OF CENTERPOINT'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY", SECTION 5.2 OF CENTERPOINT'S TARIFF.**

L. Railroad Requirements. If this Project involves work on or use of Union Pacific Railroad Company's property, whether through construction of an at-grade crossing, installation of utilities, or other City use, the Contractor must comply with the Railroad's requirements, the City's agreement with the Railroad, and the applicable federal, state and local laws regulations and enactment affecting the Work. **ALSO, CONTRACTOR RELEASES, DEFENDS AND INDEMNIFIES UNION PACIFIC RAILROAD COMPANY (RAILROAD) AND THE CITY FROM AND AGAINST ANY LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, COST, OR EXPENSE INCURRED BY ANY PERSON, INCLUDING, WITHOUT LIMITATION, THE CONTRACTOR'S AND THE CITY OF SUGAR LAND'S PROPERTY OR EQUIPMENT (COLLECTIVELY, THE "LOSS") THAT ARISES FROM THE PRESENCE OR ACTIVITIES OF CONTRACTOR'S AND CITY'S EMPLOYEES ON RAILROAD'S PROPERTY, EXCEPT TO THE EXTENT THAT ANY LOSS IS CAUSED BY THE SOLE DIRECT NEGLIGENCE OF THE CITY OR THE RAILROAD.FURTHER. IF THE CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ENACTMENTS, RESULTS IN ANY FINE, COST OR CHARGE BEING ASSESSED, IMPOSED OR CHARGED AGAINST THE CITY OR THE RAILROAD, THE CONTRACTOR SHALL REIMBURSE AND INDEMNIFY THE CITY OR RAILROAD FOR ANY SUCH FINE, PENALTY, COST, OR CHARGE, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT**

COSTS AND EXPENSES. UPON THE RAILROAD'S OR CITY'S NOTICE OF ANY SUCH ACTION BEING PROVIDED BY THE RAILROAD OR THE CITY, THE CONTRACTOR AGREES TO DEFEND SUCH ACTION FREE OF COST, CHARGE OR EXPENSE TO THE CITY OR THE RAILROAD.

III. Contract Documents. The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

1. General Conditions
2. Special Conditions, if any
3. Engineer's Specifications, including any special shoring requirements
4. Engineer's Plans
5. Contractor's Bid for the Project
6. Performance Bond
7. Payment Bond
8. Labor Classification and Minimum Wage Rates
9. State of Texas Workers' Compensation Insurance Coverage Addendum
10. Minimum Insurance Policy Limits for Large Construction Projects
11. Notice to Proceed
12. Contractor's Affidavit of Bills Paid
13. Notice to Bidders
14. Instructions to Bidders
15. Change Orders
16. Addenda
17. Conflict of Interest Questionnaire
18. Geo-Tech Report (if Contract involves trench excavation exceeding depth of five feet)

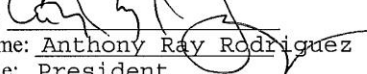
If there is a conflict between or among the terms of the Contract the City will determine which provision applies.

IV. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

By: 
Name: Anthony Ray Rodriguez
Title: President
Date: January 16, 2014